

**TESTIMONY OF AUSTIN A. ANDERSEN
INTERIM INSPECTOR GENERAL
BEFORE THE COMMITTEE ON GOVERNMENT OPERATIONS**

**“A FOLLOW UP ON CONTRACTING AND PROCUREMENT IN
THE DISTRICT OF COLUMBIA”**

MAY 9, 2005

GOOD MORNING, CHAIRMAN ORANGE, AND MEMBERS OF THE COMMITTEE. I WELCOME THE OPPORTUNITY TO SHARE WITH YOU THE FINDINGS AND RECOMMENDATIONS OF TWO RECENTLY COMPLETED AUDITS OF DISTRICT PROCUREMENTS. I WOULD ALSO LIKE TO TAKE THIS OPPORTUNITY TO PROVIDE A PERSPECTIVE OF SOME OF THE SYSTEMIC PROCUREMENT ISSUES OUR AUDITS HAVE IDENTIFIED IN THE PAST 5 YEARS. SEATED WITH ME ARE WILLIAM DIVELLO, ASSISTANT INSPECTOR GENERAL FOR AUDITS; LADONIA WILKINS, AUDIT DIRECTOR; AND SALVATORE GULI, TECHNICAL DIRECTOR FOR AUDITS.

AS YOU KNOW, THE OIG IS MANDATED BY LAW TO PERFORM AUDITS OF DISTRICT PROCUREMENTS. AS EVIDENCED IN OUR FISCAL YEAR 2005 ANNUAL AUDIT PLAN, WE HAVE RESOLVED TO

EXAMINE MANY KEY FUNCTIONAL AREAS OF THE PROCUREMENT PROCESS.

THE TWO PROCUREMENT-RELATED AUDITS OF INTEREST TO THE COMMITTEE TODAY INVOLVE THE ADMINISTRATIVE SERVICES MODERNIZATION PROGRAM (ASMP), AND THE CONTRACTS AWARDED TO MARASCO NEWTON GROUP (MNG)/SYSTEMS RESEARCH AND APPLICATIONS CORPORATION (SRA) FOR THE DISTRICT'S EMERGENCY RESPONSE PLAN.

THE ASMP AUDIT REPORT

THE AUDIT OBJECTIVE WAS TO DETERMINE WHETHER THE OFFICE OF CONTRACTING AND PROCUREMENT (OCP) EXECUTED EFFECTIVE CONTRACT PLANNING AND ADMINISTRATION PROCEDURES. SPECIFICALLY, WE EXAMINED THE PROCUREMENT METHODS AND TYPES OF CONTRACTS USED TO DETERMINE WHETHER THE PROCUREMENTS AND RELATED CONTRACTING PRACTICES WERE IN COMPLIANCE WITH THE DISTRICT'S PROCUREMENT RULES AND REGULATIONS. THIS PHASE OF OUR ASMP AUDIT FOCUSED ON INFORMATION TECHNOLOGY CONTRACTS FOR PROFESSIONAL SERVICES ISSUED BETWEEN

JUNE 2001 AND SEPTEMBER 2004. FROM JUNE 2001 THROUGH SEPTEMBER 2004, OCP ISSUED A TOTAL OF 426 ASMP CONTRACTS VALUED AT \$68.4 MILLION FOR INFORMATION TECHNOLOGY PROFESSIONAL SERVICES, OFFICE EQUIPMENT, HARDWARE, SOFTWARE, ADVERTISING, AND TRAINING. INFORMATION TECHNOLOGY PROFESSIONAL SERVICES FROM CONTRACTORS REPRESENTED ABOUT 88 PERCENT OF COSTS ASSOCIATED WITH ASMP.

AUDIT FINDINGS AND RECOMMENDATIONS

THE ASMP REPORT CONTAINS TWO AUDIT FINDINGS. THE FIRST FINDING ADDRESSES DEFICIENCIES IN OCP PROCUREMENT PRACTICES BASED ON OUR EVALUATION OF 31 ASMP CONTRACTS. BRIEFLY, OUR AUDIT DISCLOSED THAT:

- FOR 28 OF THE 31 CONTRACTS WE EVALUATED, THERE WAS LITTLE, IF ANY, EFFECTIVE COMPETITION OBTAINED FOR THE ASMP PROJECT;
- CONTRACT FILE DOCUMENTATION WAS MISSING OR NEVER DEVELOPED TO ESTABLISH THE RATIONALE FOR MAKING SOLE-SOURCE AWARDS TO MANY

CONTRACTORS, INCLUDING ACCENTURE, LLP AND KEANE, INC.;

- OCP AWARDED 10 OF THE 28 CONTRACTS TO CONTRACTORS AS “SINGLE AVAILABLE SOURCE” PROCUREMENTS. HOWEVER, OUR AUDIT REVEALED THAT THERE ARE NUMEROUS QUALIFIED DISTRICT FIRMS WHICH COULD HAVE BEEN SOLICITED FOR COMPETITION;
- DETERMINATIONS AND FINDINGS WERE NOT PREPARED TO JUSTIFY TWO SOLE-SOURCE AWARDS;
- IN ALL 31 CONTRACTS EXAMINED, OCP/THE OFFICE OF THE CHIEF TECHNOLOGY OFFICER (OCTO) NEGLECTED TO DESIGNATE A CONTRACT ADMINISTRATOR TO MONITOR CONTRACTORS’ PERFORMANCE;
- SOLE-SOURCE EXPERT AND CONSULTING SERVICES CONTRACTS WERE MODIFIED BY EXTENDING THE PERIOD OF PERFORMANCE WITHOUT OPENING THE CONTRACTS TO COMPETITION, AS REQUIRED BY REGULATION; AND
- LABOR-HOUR CONTRACTS WERE OVERUSED, DESPITE PROCUREMENT GUIDELINES THAT REQUIRE THE

CONTRACTING OFFICER TO DETERMINE NO OTHER
CONTRACTING METHOD IS SUITABLE BEFORE USING A
LABOR-HOUR CONTRACT.

IN ADDITION TO THE ABOVE CONDITIONS, OUR REPORT
COMMENTS ON THE UNUSUALLY HIGH LABOR RATES PAID TO
NUMEROUS SOLE-SOURCE CONTRACTORS AND RISING PROGRAM
COSTS, LIKELY A CONSEQUENCE OF A COMBINATION OF FACTORS
INCLUDING THE LACK OF GENUINE COMPETITION, ABROGATION
OF THE CONTRACTING OFFICER'S RESPONSIBILITY TO TAKE
CHARGE OF THE PROCUREMENTS, AND FAILURE TO MONITOR AND
DOCUMENT CONTRACTING ACTIONS.

FOR FINDING 1, WE ADDRESSED 7 RECOMMENDATIONS THAT
FOCUSED, IN PART, ON IMPROVING EXISTING OCP PROCUREMENT
PROCESSES BY ESTABLISHING A REVIEW PROCESS, ESPECIALLY
WHEN AWARDING SOLE-SOURCE PROCUREMENTS; DEVELOPING
WRITTEN GUIDANCE FOR COMPLETING A DETERMINATION AND
FINDING, WHEN REQUIRED; AND BUILDING SAFEGUARDS TO
ASSURE THAT SOLE-SOURCE CONTRACTS ARE USED ONLY AFTER
ALL OTHER AVENUES OF COMPETITIVE AWARD HAVE BEEN

EXHAUSTED. WE ALSO RECOMMENDED TRAINING ALL OCP PERSONNEL AS TO DCMR AND D.C. CODE PROCUREMENT REQUIREMENTS, ESPECIALLY AS THEY RELATE TO SOLE-SOURCE CONTRACTING. OTHER RECOMMENDATIONS ADDRESSED THE NEED FOR A REVIEW PROCESS REGARDING USE OF LABOR-HOUR CONTRACTS, AND THE PREPARATION AND DOCUMENTATION OF AGENCY PROCUREMENT REQUESTS. OCP FULLY CONCURRED IN ALL OF THE ABOVE RECOMMENDATIONS, WITH ACTIONS COMPLETED OR IN PROGRESS ON ALL CORRECTIVE MEASURES.

THE SECOND AUDIT FINDING CONCERNS THE ACQUISITION OF ASMP SERVICES WITHOUT VALID, WRITTEN CONTRACTS AND COUNCIL APPROVAL. WE DETERMINED:

- IN TWO INSTANCES, OCP AND OCTO PERMITTED KEANE, INC. AND ACCENTURE, LLP TO PROVIDE SERVICES WITHOUT VALID, WRITTEN CONTRACTS. THIS PRACTICE IS SPECIFICALLY PROHIBITED BY LAW (D.C. CODE § 2-301.05a (2001)), AND THE PENALTY FOR VIOLATING THIS STATUTE CARRIES AN ADMINISTRATIVE SANCTION TO INCLUDE TERMINATION OF THE EMPLOYEE. IN THE FIRST

INSTANCE, KEANE, INC. PROVIDED SERVICES FROM OCTOBER 15, 2001, THROUGH APRIL 25, 2002, FOR WHICH THE DISTRICT OBLIGATED AND PAID \$868,456 WITHOUT A VALID, WRITTEN CONTRACT IN PLACE. IN THE SECOND INSTANCE, OCP AND OCTO PERMITTED ACCENTURE TO PROVIDE SERVICES FROM JANUARY 22, 2002, THROUGH FEBRUARY 11, 2002, VALUED AT \$251,816, AGAIN WITHOUT A VALID CONTRACT IN FORCE. BECAUSE OF THE LACK OF DOCUMENTATION, WE COULD NOT DETERMINE WHICH PARTY (INDIVIDUAL OR AGENCY) AUTHORIZED EITHER CONTRACTOR TO PROCEED WITH THE WORK PRIOR TO CONTRACT COVERAGE.

- IN TWO INSTANCES, OCP FAILED TO COMPLY WITH THE REQUIRMENT THAT THE COUNCIL APPROVE ALL CONTRACTS EXCEEDING \$1 MILLION. THE FIRST INVOLVED A CONTRACT AWARDED TO KEANE, INC. VALUED AT \$9.8 MILLION ON APRIL 26, 2002, AND THE SECOND WAS A CONTRACT AWARDED TO ACCENTURE FOR \$2.7 MILLION, WHICH ESCALATED TO \$6.3 MILLION.

FOR FINDING TWO, WE RECOMMENDED THAT OCP DEVELOP A MECHANISM TO PROVIDE REASONABLE ASSURANCE THAT PROCUREMENTS OVER \$1 MILLION WERE PRESENTED TO THE COUNCIL FOR REVIEW AND APPROVAL. WE ALSO RECOMMENDED THAT OCP ISSUE POLICY REITERATING TO ALL AGENCY HEADS THE PROHIBITIONS AGAINST PERMITTING CONTRACTORS TO WORK AND BE PAID WITHOUT VALID, WRITTEN CONTRACTS. OCP FULLY CONCURRED WITH THE RECOMMENDATIONS. BECAUSE OCTO PLAYED A ROLE IN PERMITTING CONTRACTORS TO WORK WITHOUT CONTRACT COVERAGE, WE DIRECTED A RECOMMENDATION TO OCTO TO DISCONTINUE THIS PRACTICE. OCTO FULLY CONCURRED, AND WILL WORK COOPERATIVELY WITH OCP TO PREVENT THE RECCURENCE OF THIS VIOLATION.

THE MARASCO NEWTON/SRA AUDIT REPORT

FOLLOWING THE SEPTEMBER 11TH ATTACKS IN 2001, THE DISTRICT OF COLUMBIA EMERGENCY MANAGEMENT AGENCY (EMA) HAD AN IMMEDIATE NEED FOR A CONTRACTOR TO PROVIDE EMERGENCY OPERATIONS PLANNING, SUPPORT, STRATEGIC MANAGEMENT, FIRE AND HAZMAT ASSESSMENT, AND TRAINING

SUPPORT. TO MEET THIS NEED, OCP CONTRACTED WITH MNG/SRA.

THE OBJECTIVES OF THE MNG/SRA AUDIT WERE TO DETERMINE WHETHER: (1) OCP AWARDED CONTRACTS IN AN EFFICIENT, EFFECTIVE, AND ECONOMICAL MANNER; (2) OCP COMPLIED WITH REQUIREMENTS OF APPLICABLE LAWS, RULES, REGULATIONS, POLICIES, AND PROCEDURES IN AWARDING CONTRACTS; AND (3) THE DISTRICT RECEIVED THE SERVICES FOR WHICH IT CONTRACTED. OUR REVIEW COVERED CONTRACTS AWARDED TO MNG/SRA FROM OCTOBER 2001 THROUGH MAY 2004, VALUED AT ABOUT \$5 MILLION. THIS AUDIT WAS REQUESTED BY THE DEPUTY/INTERIM CHIEF PROCUREMENT OFFICER, HERBERT TILLERY, AS THE RESULT OF CONCERNS RAISED BY THE CHAIRMAN OF THIS COMMITTEE, VINCENT B. ORANGE, SR.

AUDIT FINDINGS AND RECOMMENDATIONS

WE FOUND PROCUREMENT DEFICIENCIES IN THE FOLLOWING FIVE AREAS ASSOCIATED WITH THE CONTRACTS THAT OCP AWARDED TO MNG/SRA:

- CONTRACT AWARD PROCESS – OCP AWARDED 7 OF THE 10 CONTRACTS TO MNG/SRA AS SOLE SOURCE CONTRACTS WITHOUT ADEQUATE JUSTIFICATION OR DOCUMENTATION. THERE WAS NO ATTEMPT TO OBTAIN COMPETITION IN ANY OF THESE AWARDS. FURTHER, TASK ORDERS WERE ISSUED AGAINST EXISTING FEDERAL SUPPLY SCHEDULE CONTRACTS BUT OCP FAILED TO ADHERE TO FEDERAL GUIDELINES THAT REQUIRE ISSUING A REQUEST FOR QUOTATIONS (RFQ) TO AT LEAST THREE SUPPLY SCHEDULE CONTRACTORS. UNDER CERTAIN CIRCUMSTANCES, THE DISTRICT COULD HAVE ISSUED ITS OWN CONTRACTS, ACCORDING TO D.C. CODE § 2-303.05, USING THE LISTED FEDERAL SCHEDULE CONTRACTORS, TO AWARD CONTRACTS ON A SOLE-SOURCE BASIS. HOWEVER, WE BELIEVE THAT THIS METHOD PROVIDES A MECHANISM THAT WILL ONLY PERPETUATE THE

PROBLEM OF SOLE-SOURCE CONTRACTING IF CHANGES ARE NOT FORTHCOMING. THIS ISSUE WILL BE DISCUSSED IN THE PERSPECTIVE PORTION OF TODAY'S TESTIMONY.

OTHER PROBLEMS WITH THE CONTRACT AWARD PROCESS INCLUDED FAILURE TO: (1) CREATE AND RETAIN PROPER DOCUMENTS WHEN AWARDING AN EMERGENCY PROCUREMENT; (2) DEVELOP ADEQUATE JUSTIFICATIONS FOR USE OF EXPERT AND CONSULTING SERVICES CONTRACTS; AND (3) PREPARE ADEQUATE JUSTIFICATIONS FOR A SINGLE AVAILABLE SOURCE AWARD (27 DCMR § 1702.1). WE ALSO EVALUATED THE STATEMENTS OF WORK FOR THE TASK ORDERS ISSUED TO MNG/SRA AND FOUND THAT THE WORK REQUIREMENTS WERE SUFFICIENTLY DISTINCT (SEVERABLE) TO PERMIT AN ATTEMPT TO OBTAIN COMPETITION FOR 8 OF THE 10 TASK ORDERS.

- MAINTENANCE OF CONTRACT FILES – WE FOUND DOCUMENTATION PROBLEMS WITH ALL 10 TASK ORDER FILES. IN SOME INSTANCES FILES DID NOT CONTAIN A

COPY OF THE TASK ORDER, THE ASSIGNMENT OF THE CONTRACT ADMINISTRATOR, A SOLE SOURCE JUSTIFICATION (DETERMINATIONS AND FINDINGS), AND/OR A JUSTIFICATION FOR USE OF EXPERT AND CONSULTING SERVICES CONTRACTS. FURTHER, IN ONE INSTANCE, THE ENTIRE FILE WAS MISSING.

- CONTRACT ADMINISTRATION – IN FOUR INSTANCES, WE FOUND THAT A CONTRACT ADMINISTRATOR WAS NOT DESIGNATED TO MONITOR THE CONTRACTOR’S PERFORMANCE, AND WHEN AN INDIVIDUAL WAS DESIGNATED TO SERVE AS THE CONTRACT ADMINISTRATOR ON TWO OTHER CONTRACTS, THAT INDIVIDUAL WAS UNAWARE OF HER CONTRACT ADMINISTRATION ASSIGNMENT AND RESPONSIBILITIES. THE IMPACT OF THE LACK OF CONTRACT OVERSIGHT WAS EVIDENCED ON THREE OCCASIONS WHERE MNG/SRA PROVIDED SERVICES WITHOUT A VALID, WRITTEN CONTRACT IN EFFECT AT THE TIME THE WORK WAS PERFORMED – EVENTS THAT COULD HAVE BEEN

PREVENTED HAD THE CONTRACTS BEEN PROPERLY MONITORED.

- COUNCIL APPROVAL – THERE WAS NO EVIDENCE INDICATING THAT OCP SUBMITTED ONE MNG/SRA TASK ORDER EXCEEDING \$1 MILLION TO THE COUNCIL FOR REVIEW AND APPROVAL.
- POTENTIAL CONFLICTS OF INTEREST AT EMA AND THE OFFICE OF THE FORMER DEPUTY MAYOR FOR PUBLIC SAFETY AND JUSTICE – WE FOUND INSTANCES WHERE THE FUNCTIONS PERFORMED BY MNG/SRA EMPLOYEES CREATED THE APPEARANCE OF CONFLICTS OF INTEREST. ONE EXAMPLE INVOLVED A FORMER MNG/SRA EMPLOYEE, THE DIRECTOR OF PLANNING AT EMA, WHO WAS ASSIGNED RESPONSIBILITY FOR MONITORING THE CONTRACT PERFORMANCE OF HIS FORMER EMPLOYER. ANOTHER EXAMPLE INVOLVED A GROUP OF MNG/SRA EMPLOYEES WHO WORKED AT THE OFFICE OF THE DEPUTY MAYOR FOR PUBLIC SAFETY AND JUSTICE MONITORING AND TRACKING USE OF HOMELAND SECURITY FUNDS. WE BELIEVE THAT MNG/SRA’S

INVOLVEMENT IN HOMELAND SECURITY FUNDING, COMBINED WITH SOLE-SOURCE CONTRACTING, LACK OF CONTRACT ADMINISTRATION, A DEARTH OF CONTRACT FILE MAINTENANCE AND DOCUMENTATION, ALONG WITH INSUFFICIENT MONITORING OF CONTRACT PERFORMANCE, CREATED THE APPEARANCE OF A CONFLICT OF INTEREST BETWEEN MNG/SRA AND THE DISTRICT. FURTHERMORE, THE COMBINATION OF THESE CONDITIONS CREATED THE APPEARANCE OF A COMPETITIVE ADVANTAGE FOR MNG/SRA BECAUSE MNG/SRA EMPLOYEES HAD DIRECT KNOWLEDGE OF THE BUDGET ALLOCATION AND THE HOMELAND SECURITY PROJECT REQUIREMENTS.

WE ADDRESSED SEVEN RECOMMENDATIONS TO OCP THAT REITERATED SIMILAR RECOMMENDATIONS MADE TO OCP IN OUR ASMP REPORT AND ALSO RECOMMENDED PROVIDING TRAINING TO OCP EMPLOYEES WHO USE THE FEDERAL SUPPLY SCHEDULE TO FULLFILL THE DISTRICT'S NEEDS. CONCERNING THE ISSUE OF CONFLICT OF INTEREST, WE DIRECTED THREE RECOMMENDATIONS TO EMA. ONE RECOMMENDATION FOCUSED

ON RECUSAL OF EMPLOYEES FOR PERSONAL IMPAIRMENTS, AND WE ALSO RECOMMENDED THAT WE BE PROVIDED A COPY OF THE FORMER DIRECTOR OF PLANNING'S CONFIDENTIAL STATEMENT OF EMPLOYMENT AND FINANCIAL INTERESTS (D.C. FORM 35). WE DIRECTED ONE RECOMMENDATION TO THE DEPUTY MAYOR FOR OPERATIONS TO PERFORM A POST-AWARD, LEGAL SUFFICIENCY REVIEW OF THE CONTRACTS AWARDED TO MNG/SRA. OCP, EMA AND THE OFFICE OF THE DEPUTY MAYOR FOR OPERATIONS FULLY CONCURRED WITH THE RECOMMENDATIONS, INITIATING CORRECTIVE MEASURES.

PERSPECTIVE ON LONG-STANDING PROCUREMENT ISSUES

IN THE PAST 5 YEARS, OIG PROCUREMENT AUDITS HAVE IDENTIFIED PERSISTENT PROBLEMS WITH SOLE-SOURCE PROCUREMENTS AND OTHER RELATED CONTRACTING ISSUES. WE BELIEVE OVERUSE OF SOLE-SOURCE, NON-COMPETITIVE CONTRACTS AND OTHER CONTRACTING DEFICIENCIES MATERIALIZE FOR SEVERAL REASONS, INCLUDING:

- NOT ADHERING TO THE REQUIREMENTS FOR ISSUING TASK ORDERS TO OBTAIN SERVICES FROM THE FEDERAL SUPPLY SCHEDULE;
- FAULTY RATIONALIZATION THAT COMPETITIVE LABOR RATES ON THE FEDERAL SUPPLY SCHEDULES ALONE PROVIDE THE BEST VALUE;
- VAGUE AND INCOMPLETE PROCUREMENT LAWS AND REGULATIONS FOR PLACING SOLE-SOURCE PROCUREMENTS, ESPECIALLY FOR EXPERT AND CONSULTING SERVICES AND LABOR HOUR/LEVEL OF EFFORT CONTRACTS;
- RELYING SOLELY ON THE LABOR RATES IN THE FEDERAL SUPPLY SCHEDULE TO FORM THE BASIS OF A LABOR-HOUR/LEVEL OF EFFORT CONTRACT AWARD, INSTEAD OF DEVELOPING A GOVERNMENT ESTIMATE OF THE LABOR HOURS REQUIRED FOR THE EFFORT AND COMPETING THE LABOR HOURS AMONG AT LEAST THREE FIRMS;
- THE CONTRACTING OFFICER'S POSITION IS OFTEN SUBJUGATED TO A HIERARCHY OF APPROVALS AND

PROGRAM OFFICE PRESSURES THAT FREQUENTLY AFFECT
PROCUREMENT OUTCOMES;

- MANY CONTRACT ADMINISTRATION RESPONSIBILITIES
ARE NOT CLEARLY DEFINED EITHER BY REGULATION OR
BY DELEGATION OF AUTHORITY; AND
- POOR PROCUREMENT PLANNING.

THE EFFECTS ASSOCIATED WITH SOLE-SOURCE CONTRACTING
INCLUDE:

- LITTLE OR NO COMPETITION OBTAINED, OFTEN
ELIMINATING MANY COMPETENT FIRMS AND OTHER
LOCAL VENDORS FROM BID CONSIDERATION AND
CONTRACT AWARD;
- OPEN-ENDED, MULTI-MILLION DOLLAR CONTRACT
AWARDS THAT BEGIN AS LOW DOLLAR-VALUE SOLE-
SOURCE PURCHASE ORDERS OR TASK ORDERS BUT ARE
MODIFIED SEVERAL TIMES TO EXTEND THE PERIOD OF
PERFORMANCE AND FUNDING – ALL WITHOUT
COMPETITION;

- OVERALL HIGHER CONTRACT COSTS, ESPECIALLY FOR SOLE-SOURCE LABOR HOUR CONTRACTS, WHERE “COMPETITIVE” FEDERAL SUPPLY SCHEDULE LABOR RATES ARE USED AS THE BASIS FOR AWARDING A CONTRACT, ABSENT ANY COMPETITION FOR THE LABOR HOURS OR LEVEL OF EFFORT TO PERFORM THE WORK; AND
- CREATION OF EMBEDDED PROCUREMENT PRACTICES IN WHICH CONTRACTING OFFICIALS ROUTINELY AWARD SOLE-SOURCE CONTRACTS WITH LITTLE CONSIDERATION GIVEN TO TECHNIQUES WHICH FOSTER COMPETITION SUCH AS MARKET SURVEYS, GOVERNMENT ESTIMATES AND BEST VALUE ANALYSES.

WE BELIEVE DISTRICT PROCUREMENT LAWS AND REGULATIONS NEED TO BE STRENGTHENED TO ADDRESS THE ISSUES DISCUSSED ABOVE. IN FACT, OCP IS IN THE PROCESS OF REVISING THE DCMR. WE HAVE BEEN ASKED TO REVIEW THE REVISED DRAFT REGULATIONS AND PLAN TO DO SO. WE ARE ENCOURAGED BY CORRECTIVE ACTIONS UNDERWAY AND THE ENERGY DEMONSTRATED BY THE NEW LEADERSHIP AT OCP.

THANK YOU FOR PROVIDING ME THE OPPORTUNITY TO SHARE
WITH YOU THE RESULTS OF THE ASMP AND MARASCO
NEWTON/SRA AUDITS. AT THIS TIME, MY COLLEAGUES AND I
WILL BE HAPPY TO ANSWER YOUR QUESTIONS.